

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF HR AGENCY AS SERVICE PROVIDER FOR PROCUREMENT OF EXPERTS REQUIRED IN STATE LEVEL TECHNICAL CELL (SLTC) AT STATE URBAN DEVELOPMENT AGENCY (SUDA) AND CITY LEVEL TECHNICAL CELL (CLTC) AT 75 DISTRICT HEAD QUARTERS FOR HOUSING FOR ALL UNDER PRADHAN MANTRI AWAS YOJANA (URBAN)**

**RFP No. : 7906/04/29/HFA/2019-20**

**Date: 13/02/2020**

<b>Particulars</b>	<b>Date</b>	<b>Time</b>
Date of Publication of RFP	13/02/2020	
Last date & time for uploading of RFP by bidder	12/03/2020	03:00 pm
Last date & time of submission of RFP cost & EMD	12/03/2020	03:00 pm
Date & time for opening of Technical Bids	17/03/2020	03:00 pm

**Note:**

Draft for Cost of RFP and EMD to be kept in a single envelope to be dropped in the tender box kept at State Urban Development Authority, SUDA office at Lucknow

**STATE URBAN DEVELOPMENT AGENCY (SUDA)**

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Sector – 7, Gomti Nagar Extension, Near UP Dial 112 Office, Lucknow

**Request for Proposal (RFP) for selection of HR agency as service provider for procurement of Experts required in State Level Technical Cell (SLTC) at State Urban Development Agency (SUDA) and City Level Technical Cell (CLTC) at 75 District Head Quarters for Housing for All under Pradhan Mantri Awas Yojana**

**STATE URBAN DEVELOPMENT AGENCY (SUDA)  
Sector - 7, Gomti Nagar Extension, Near UP Dial 112 Office, Lucknow**

Phone: 0522-2286709 Fax - 0522-2286711

Website: <http://www.sudaup.org>

Tender No. 7906/04/29/HFA/2019-20

Date: 13-02-2020

1. Director, SUDA invites technical and financial proposals from eligible HR agency for selection of HR agency as service provider for procurement of Experts required in State Level Technical Cell (SLTC) at State Urban Development Agency (SUDA) and City Level Technical Cell (CLTC) at 75 District Head Quarters (Details of 75 District given in Annexure – II) for Housing for All under Pradhan Mantri Awas Yojana.
2. Eligibility Criteria
  - I. HR agency should be a company have been in operation in India for at least 5 years after its registration / incorporation; Certification of Incorporation shall be attached.
  - II. Average annual turnover of the Consultancy HR agency for the last three financial years should be at least Rs. 10 Crore from manpower services. Audited balance sheet and CA certificate mentioning turnover from manpower services shall be attached.
  - III. Bidder must be having not less than 500 manpower on its payroll in each of last three years viz. FY 2016-17, 2017-18 and 2018-19. Copy of ECRs and ESIC challan shall be submitted.
  - IV. The HR agency having experience of at least 1 assignment in procurement of experts for SLTC / CLTC / PMU / PMC to Government of India / State Governments. Also have experience of at least 1 assignment of providing other manpower for Government works of capacity not less than 50 Nos. Copies of Work orders or other document shall be attached.
  - V. Bidder must have executed three assignments anywhere in India.
  - VI. The bidder should not have been blacklisted by the Central / State Government in India, or any entity controlled by them, from participating in any project at current date.
  - VII. Bidders should have any one of the following certifications: CMMI SVC L3 certification or ISO 9001 or ISO 20000 certification.
  - VIII. Bidders need to set-up an operational office in Lucknow, once it is selected as HR agency, within one month.
3. Association Arrangements, Subcontracting and Joint Ventures with other Consultancy Firms / Agencies / Companies are not permitted for this assignment.
4. Interested Consultancy Firms / Agencies / Companies may submit their proposals along with a non-refundable Demand Draft of Rs.5,000/- (Rupees Five thousand) only drawn in favour of Director, SUDA, payable at Lucknow, towards the cost of RFP document. No liability will be accepted for downloading the incomplete document.
5. Interested Consultancy Firms / Agencies / Companies shall submit their proposals along with Earnest Money Deposit (EMD) in the form of DD / BG / FDR amounting refundable Rs. 34 Lakh (Rupees Thirty Four Lakh only) which is as per the para-9.2 of chapter-9 of procurement manual. Note: EMD is waived off in terms of Procurement Manual for MSME's.
6. Performance security equal to 5% of remuneration of experts for two years and Management Cost (Service Charges / Overhead) in the shape of Bank Guarantee shall be submitted by the successful HR Agency.
7. Pre Bid meeting will be held on **25/02/2020** from **12:00 pm** onwards.
8. Proposals received without cost of RFP document and EMD will be rejected.
9. Any Corrigendum, if issued, will be published on the e-tender website: [www.etender.up.nic.in](http://www.etender.up.nic.in).
10. Interested Agencies may download the complete Request for Proposal (RFP) document from the website [www.etender.up.nic.in](http://www.etender.up.nic.in) from **13/02/2020**. The eligible bidders may submit their bids online at e-tendering portal i.e. [www.etender.up.nic.in](http://www.etender.up.nic.in). Only online bids shall be accepted.

11. As the tenders are to be submitted online, tender is required to be encrypted and digitally signed. The bidders are advised to obtain Digital Signature Certificate (DSC) from suitable vendors or any authorized agency.
12. The last date for submitting the online bids is 12/03/2020 up to 03:00 PM

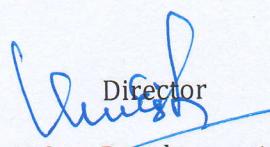
Key dates:

Sr. No.	Description	Important Information
1	Date of online publication	Date: 12/02/2020
2	Starting of Downloading of e-tender documents	Date: 12/02/2020
3	Physical submission of EMD and Cost of tender documents	Date: From 12/02/2020 To 12/03/2020 till 03:00 pm Venue: State Urban Development Agency 7/23, Sector - 7, Gomti Nagar Extension, Lucknow - 226010
4	Last Date of submission of e-tender	Date: 12/02/2020 Time: 03:00 pm
5	Date of opening of Technical Bid	Date: 17/03/2020 Time: 03:00 pm
6	RFP Document Fee	Rs. 5,000/- in form of Demand Draft in favour of Director, State Urban Development Agency, payable at Lucknow
7	Amount of EMD	Rs. 34,00,000/- in form of Demand Draft/ Bank Guarantee/ FDR in favour of Director, State Urban Development Agency, payable at Lucknow

The tenderers are required to upload & submit their e-tender for the above work online at [www.etender.up.nic.in](http://www.etender.up.nic.in) only. The bidders are advised to obtain Digital Signature Certificate (DSC) from suitable vendors or any authorized agency.

All amendments, time extension, clarifications etc. will be uploaded on the website only and will not be published in newspapers. The tenderers should regularly visit the website to keep themselves updated.

Director, SUDA reserves the right to accept any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected Consultancy Firms/ Agency/ Company on any grounds.

  
 Director  
 State Urban Development Agency

Letter of Invitation

No. 7907/04/29/HFA/2019-20.

Date: 13-02-2020

From:

Director,

State Urban Development Agency (SUDA)

Sector - 7, Gomti Nagar Extension, Near UP Dial 112, Lucknow

Tel: 0522-2286709 & Fax: 0522-2286711 email-hfaup1@gmail.com

To:

**All Prospective Bidders**

Attention: Mr/Ms.

Director, SUDA invites proposals to provide the following consulting services: **“Selection of HR agency as service provider for procurement of Experts required in State Level Technical Cell (SLTC) at State Urban Development Agency (SUDA) and City Level Technical Cell (CLTC) at 75 District Head Quarters for Housing for All under Pradhan Mantri Awas Yojana”.**

**Brief Description about the Work**

As per HFA guidelines for implementing “Housing for All” states and cities will require different competencies like planning, engineering, social mobilization, financial planning etc.

Establishment of State Level Technical Cell and City Level Technical Cell are required to monitor the work progress and to provide assistance to the executive agency.

A State Level Technical Cell (SLTC) with 10 professionals will be established at State Level to assist SUDA and a City Level Technical Cell (CLTC) varying from 3-5 professionals at District Level will be established. Total experts in CLTC in all 75 Districts will be 250 Nos. HR agency has to provide 10 professionals for SLTC and 92 professionals for CLTC with immediate effect upon selection.

Duration of the Contract may be initially for 2 years and extension will be subject to continuation of the project and performance of the professionals / experts; as per decision that may be taken by the State Government / UT.

Refer the guidelines and ToR for SLTC & CLTC prescribed by Ministry of Urban Development and Poverty Alleviation, Govt. of India available in website ([www.mhupa.gov.in](http://www.mhupa.gov.in)).

The Background Information and Scope of Work are provided in Section 5 – Scope of Work of the Request for Proposal (RFP);

This RFP is available to all eligible prospective consulting firms who meet the qualifying criteria detailed in the Notice inviting Request for proposal.

Consultants will be selected under **Quality cum Cost Based Selection Method** and Procedures described in this RFP.

The RFP includes the following documents along with Letter of Invitation:

Section1 –Instructions to Bidders

Section2 –Data Sheet to Instruction to Bidders

Section3 –Technical Forms

Section4 –Financial Proposal

Section5 –ToR / Scope of Work

Section6 Part I – Form of Contract

Part II – General Condition of Contract

All prospective Bidders are advised to go through the RFP Document, visit the towns and communicate their queries, if any, in writing through email to [hfaup1@gmail.com](mailto:hfaup1@gmail.com) not later than pre bid meeting date.

Bidders are requested to submit following documents along with their proposals:

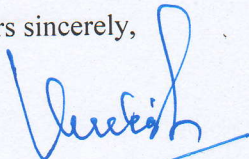
- I. Document Fee (Non-Refundable) Rs. 5000 (Rupees Five Thousand Only)
- II. Earnest Money Deposit (EMD) in the form of DD / BG / FDR amounting Rs. 34 Lakh (Rupees Thirty Four Lakh Only) - Refundable which is as per the para-9.2 of chapter-9 of procurement manual. If submitting FDR the same should be pledged in the Favour of Director, SUDA;

Performance security will be 5% of remuneration of experts for two years and the successful HR Agency shall submit Management Cost (Service Charges / Overhead) in the shape of Bank Guarantee.

- I. Copy of Certificate of Incorporation / Registration Certificate, Permanent Account Number, Service Tax registration Number.
- II. Audited Statements of last 3 financial years / ITR copy to be enclosed
- III. Certificate / MOU from Employer regarding experience should be furnished

Director, SUDA reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected Consultancy Firms / Agencies / Companies on any grounds.

Yours sincerely,



**Director, SUDA / Mission Director, HFA**

## Instructions to Consultants for participation in e-Tendering

**Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable**

### **E-Tendering :**

- For participation in e-tendering, it is mandatory for prospective bidders to get registration on website [www.etender.up.nic.in](http://www.etender.up.nic.in). Therefore, it is advised to all prospective bidders to get registration at the earliest.
- All tender documents can be downloaded from the website [www.etender.up.nic.in](http://www.etender.up.nic.in)
- As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a class III digital certificate shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on [http://cca.gov.in/cca/?q=licensed\\_ca.html](http://cca.gov.in/cca/?q=licensed_ca.html). Or through UP Electronics Corporation, Lucknow. Kindly note that it may take a few business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. State Urban Development Agency shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete online e-tendering procedure at [www.etender.up.nic.in](http://www.etender.up.nic.in)
- State Urban Development Agency shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of the same in physical form with the offer of this tender.

Apart from uploading e-tender on website, bidder must submit separate envelopes of

- RFP Document Fees (Demand Draft) of Rs. 5,000/- (Five Thousand Only) and EMD (Demand Draft/BG/FDR) of Rs. 34,00,000/- (Rs. Thirty Four Lakhs Only), Authority Letter to Sign on behalf of Consultant, Authority Letter for use of Digital Signature, etc in an envelope before last date of submission of online bid. The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.

### **Technical bid**

Bidders must positively complete online e-tendering procedure at [www.etender.up.nic.in](http://www.etender.up.nic.in) They shall have to submit the documents as prescribed in the RFP online in the website.

### **Price bid**

Bidder must submit the Price bid document as per the format given in RFP/available Online and uploaded as per instructions therein. **Physical submission of price bid will not be considered.** The price of technically qualified bidder shall be opened online at the notified date. The bidder can view

the price bid opening date by logging into web-site. The financial bid will be opened only after completing technical evaluation and scoring.

- On the due date of e-tender opening, the technical bid of bidders and EMD and tender fee, will be opened first. SUDA reserves the right for extension of due date of opening of technical bid.
- SUDA reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- Any change/modifications/alteration in the RFP by the Bidder sh
- all not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit [www.etender.up.nic.in](http://www.etender.up.nic.in) web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site of SUDA or [www.etender.up.nic.in](http://www.etender.up.nic.in). SUDA shall have no responsibility for any delay/omission on part of the bidder.

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## **Section 1- INSTRUCTION TO BIDDERS**

### **1. INTRODUCTION**

#### **General**

- 1.1** State Urban Development Agency, Lucknow, Uttar Pradesh, INDIA will select HR Agency in accordance with the method of selection specified in the Data Sheet.
- 1.2** Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the project site and engage in stakeholder consultations.
- 1.3** Bidder shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.4** The SUDA is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders.
- 1.5** In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

#### **Conflict of Interest**

- 1.6** SUDA requires that Bidders provide professional, objective, and impartial advice and at all times hold the client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Bidders, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
  - i. If a Bidder combines the function of consulting with those of contracting and / or supply of equipment; or
  - ii. If a Bidder is associated with or affiliated to a contractor or manufacturer; or
  - iii. If a Bidder is owned by a contractor or a manufacturing firm with departments or design offices offering services as Bidders. The Bidder should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Bidder will limit its role to that of a Bidder and disqualify itself and its associates from work, in any other capacity or any future project within the next five years that may emerge from this assignment (including bidding or any part of the future project). The contract with the Bidder selected to undertake this assignment will contain an appropriate provision to such effect.

#### **Fraud and Corruption**

- 1.7** SUDA requires that Bidders observe the highest standard of ethics during the procurement and

execution of such contracts. In such pursuance of this policy, the SUDA:

- i. defines, for the purposes of this provision, the terms set forth below as follows:
  - a. “Corruption Practice” public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - b. “Fraudulent Practice” means a misrepresentation of the facts in order to influence a procurement process or the execution of a contract to the detriment of the SUDA, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the SUDA of the benefits of free and open competition).
  - c. will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt practice or fraudulent practices in competing for the contract; and
  - d. will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded any SUDA contract if it at any time determines that the bidder has engaged in corrupt practice or fraudulent practice in competing for, or in executing, any SUDA contract.
  - e. EMD to be forfeited in case of any corrupt practice or fraudulent practice in competing for the contract.

### **Proposal Validity**

- 1.8** The data sheet indicates how long the Bidder’s proposal must remain valid after the submission date. During this period, the Bidders shall maintain the availability of experts nominated in the Proposal. SUDA will make its best effort to complete negotiations within this period. In case of need, the SUDA may request Bidders to extend the validity period of their Proposals subject to maximum of 180 days. Bidders have the right to refuse to extend the validity period of their Proposals.

### **Participation of Government Employees**

- 1.9** No in-service government employee shall be deployed by the Bidder without the prior written approval by the appropriate authority.

### **1.10 Earnest Money Deposit (EMD)**

- i. The EMD of amount indicated in Data Sheet in favour of Director, SUDA payable at Lucknow shall be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the nationalised banks in an acceptable form. The EMD is to remain valid for a period of forty-five days beyond the final bid validity period.
- ii. The SUDA shall reject any bid not accompanied by appropriate EMD, as non-responsive.
- iii. The EMD of the successful Bidder shall be returned within two months once he has signed the agreement and furnished the required performance security.

- iv. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract to successful bidder.
- v. The EMD may be forfeited:
  - a. Bidder withdraws its bid during the period of bid validity.
  - b. If the successful Bidder fails to:
    - (i) Sign the Agreement within required time-frame;
    - (ii) Furnish a performance security.

## 2. CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1** Bidders may request a clarification of any of the RFP documents up to pre bid date. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The SUDA responses will be uploaded on the website [www.sudaup.org](http://www.sudaup.org) and e-tender website. Should the SUDA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Sub-Clause 2.2.
- 2.2** At any time before the submission of Proposals, the SUDA may, whether at its own initiative, or in response to a clarification requested by a Bidder, amend the RFP by issuing an addendum. The addendum shall be sent to all Bidders and will be binding on them. To give Bidders reasonable time in which to consider an amendment in their Proposals, the SUDA may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

## 3. PREPARATION OF THE PROPOSAL

**3.1** Bidder's proposal will consist of three (3) components

- i. Earnest Money Deposit (EMD) – Offline Mode
- ii. The Technical Proposal – Online Mode
- iii. The Financial Proposal – Online Mode

**3.2 Earnest Money Deposit (EMD)**

EMD as mentioned in clause no 1.10 above shall be placed in Envelope I. If the EMD is found proper then only technical and financial proposals will be entertained.

**3.3 Technical Proposal**

The Proposal, as well as all related correspondence exchanged by the Bidders and the SUDA, shall be in English. All reports prepared by the contracted Bidder shall also be in English.

**3.4** The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the Bidder and items given in the checklist

**Technical Checklist for responsiveness of bidder is given below:**

S.No	Item	Required Response
1	Has the consultant paid the RFP document fees	

2	Has the consultant submitted the requisite bid processing fee and bid security	
3	Have all the pages required to be signed by the authorized representative of the consultant been signed.	
4	Has the power of attorney been submitted in the name of authorized representative	
5	Has the consultant submitted all the required forms of the technical proposal (Experience certificates of Bidder, approach and methodology and Details of key professionals)	
6	Does the technical proposal contain any financial information	
7	Is financial proposal submitted separately in a sealed cover	

#### **4. FINANCIAL PROPOSAL**

- 4.1** All information provided in Bidder's financial Proposal will be treated as confidential.
- 4.2** The Financial Proposal is to be submitted in the form enclosed as Annexure - 1
- 4.3** No proposed schedule of payments should be included in Bidder's financial Proposals.
- 4.4** Bidders shall quote the rates in Indian National Rupees (INR) only.
- 4.5** The rates to be quoted shall be in the format (Annexure - 1) given in Section 4. It shall include all costs / expenses and statutory taxes. The SUDA shall pay Statutory Taxes as applicable on prevailing rates. Taxes shall be shown separately.

#### **5. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 5.1** The original Proposal (Earnest Money Deposit, Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves. Any such corrections, interlineations or overwriting must be initialled by the person (s) who signed the Proposal.
- 5.2** An authorized representative of the Bidder shall initial all pages of the Technical Proposal and Financial Proposal duly stamped.
- 5.3** Consultants shall submit the proposal in an online mode on website [www.etender.up.nic.in](http://www.etender.up.nic.in)

#### **6. PROPOSAL EVALUATION**

##### **General**

- 6.1** From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the SUDA on any matter related to its Technical Proposal and / or Financial Proposal. Any effort by a Bidder to influence the SUDA in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Bidder's proposal
- 6.2** Firstly, Cost of RFP and EMD would be checked. If it is not found to be in order then the proposal shall be treated as non-responsive and shall not be evaluated further.

##### **Evaluation of Technical Proposals**

- 6.3** The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken up in respect of only those Bidders, who meet with the prescribed eligibility criteria.
- 6.4** The committee constituted by SUDA hereinafter referred to Evaluation Committee will be responsible for evaluation and rankings of Proposals received.

- 6.5** The Evaluation committee will evaluate and rank the Technical Proposals on the basis of proposal's responsiveness to the ToR / Scope of work using the evaluation criteria and points system specified in the Data Sheet. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical mark of 750 from the maximum of 1,000 points.
- 6.6** A Technical Proposal may not be considered for evaluation in any of the following cases:
- i. The Technical Proposal was submitted in the wrong format;
  - ii. The Technical Proposal included details of costs of the services; or
  - iii. The Technical Proposal reached the SUDA after the submission closing time and date specified in the Data Sheet.
- 6.7** After the technical evaluation is completed, the SUDA shall notify Bidders whose Proposals did not meet the minimum qualifying technical mark or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The SUDA shall simultaneously notify, in writing Bidders whose Technical Proposals received a mark of 750 or higher, indicating the date, time, and location for opening of Financial Proposals. (Bidder's attendance at the opening of Financial Proposals is optional).

## **7. EVALUATION OF FINANCIAL PROPOSALS**

### **Public Opening of Financial Proposals**

#### **7.1 Evaluation of Financial Proposals:**

- I. Under QCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
- II. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- III. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- IV. Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

**7.2** Bidder's attendance at the opening of Financial Proposals is optional.

**7.3** The Evaluation Committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Evaluation Committee or any personnel of SUDA will not be permitted to seek clarification or additional information from any Bidder, who has submitted a Financial Proposal.

**7.4** The details content of each Financial Proposal will be subsequently reviewed by the Evaluation Committee.

**7.5** The evaluated total price (ETP) for each Financial Proposal will be determined by following:

$$f = 1,000 \times Fm/F$$

Where:

Sf is the financial score of the Financial Proposal being evaluated

Fm is the ETP of the lowest priced Financial Proposal

F is the ETP of the Financial Proposal under consideration

**The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks.**

**Ranking of Proposals (QCBS)**

- 7.6** Following completion of evaluation of Technical Proposal and Financial Proposal, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.70 (or Seventy percent) and 0.30 (or Thirty percent) respectively to the Technical Score and Financial Score of each evaluated qualifying Technical Proposal and Financial Proposal and then computing the relevant combined total score for each Bidder.
- 7.7** The Technical Score and Financial Score shall be added and the Contract will be awarded to the Bidder which scores maximum points.

**8. Contract Negotiations and Award of Contract**

- 8.1** Negotiations, if required, will be done in accordance to Uttar Pradesh Procurement Manual (Procurement of Goods) vide letter no. 5/2016/253/18-2-2016-3(SP)/2010 dated 01 April, 2016.

## Section 2: Data Sheet to Instruction to Bidder

Paragraph Reference																
<b>1.1</b>	Name of the Client: State Urban Development Agency (SUDA) <b>Client's Representative</b> <b>Director, State Urban Development Agency,</b> Method of selection: <b>Quality Cost Based Selection (QCBS) Method (70:30)</b>															
<b>1.8</b>	Proposals must remain valid for <b>180 days</b> from the submission date.															
<b>1.10 (i)</b>	EMD: Rs. 34 Lakh (Rupees Thirty Four Lakh Only) which is as per the para-9.2 of chapter-9 of procurement manual EMD Validity: 45 days beyond bid validity date Mode: As prescribed in ITC. If submitted in the form of Bank Guarantee, the format prescribed at Appendix-III and it should be in accordance to UP GO No. A-2-3280/Ten-82-15-1(19)-69 dated 22/04/1983 Performance security will be 5% of remuneration of experts for two years and Management Cost (Service Charges / Overhead) in the shape of Bank Guarantee shall be submitted by the successful HR Agency.															
<b>1.10 (V) ii</b>	EMD may be forfeited if the successful bidders fail to sign the Contract within 30 days of Intimation for signing of contract.															
<b>2.1</b>	Pre bid meeting will be held on 25/02/2020 at 12:00 PM at the following address and bidders may seek clarifications: Director, State Urban Development Agency (SUDA) 7/23, Sector – 7, Gomti Nagar Extension, Near Dial 112, Lucknow Tel: 0522-2286709 & Fax: 0522-2286711, Email-hfaup1@gmail.com															
<b>5.4</b>	Last date of receiving bids: 12/03/2020, Time: 03:00 PM															
<b>6.7</b>	Technical Proposals shall be evaluated on the basis of following pre-identified criteria: (a) Technical criteria that would be considered for selection of preferred bidder would be as follows: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Score Allocated</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>1</b></td> <td>Firms General Experience in similar assignments</td> <td style="text-align: center;">400</td> </tr> <tr> <td style="text-align: center;"><b>2</b></td> <td>Proposed Approach and Methodology</td> <td style="text-align: center;">200</td> </tr> <tr> <td style="text-align: center;"><b>3</b></td> <td>Qualification and Experience of Team Leader &amp; Other Key Professional</td> <td style="text-align: center;">400</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Score</b></td> <td style="text-align: center;"><b>1000</b></td> </tr> </tbody> </table> <p>Details attached as Appendix I The minimum qualifying marks is 750. The financial bid of bidder getting less than 750 marks be returned unopened.</p>	S. No	Criteria	Score Allocated	<b>1</b>	Firms General Experience in similar assignments	400	<b>2</b>	Proposed Approach and Methodology	200	<b>3</b>	Qualification and Experience of Team Leader & Other Key Professional	400	<b>Total Score</b>		<b>1000</b>
S. No	Criteria	Score Allocated														
<b>1</b>	Firms General Experience in similar assignments	400														
<b>2</b>	Proposed Approach and Methodology	200														
<b>3</b>	Qualification and Experience of Team Leader & Other Key Professional	400														
<b>Total Score</b>		<b>1000</b>														
<b>8.2</b>	Add, Negotiation of the rates will be done as per the Procurement Manual of Department of Micro, Small and Medium Enterprises, Uttar Pradesh															



**Appendix-I to Data Sheet (Marking Criteria)**

<b>S. No.</b>	<b>Criteria</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Firms Experience</b>	<b>600</b>
<b>1 A</b>	<b>Number of years in existence as HR service provider</b>	<b>100</b>
i	= > 3 & <= 5 Years	30
ii	> 5 & <= 10 Years	50
iii	> 10 Years	100
<b>1 B</b>	<b>The HR agency having experience of at least 01 assignments in procurement of experts for SLTC / CLTC / PMU / PMC to Government of India / State Governments.</b>	<b>200</b>
i	= > 1 & <= 3 Assignments	75
ii	> 4 & <= 6 Assignments	150
iii	> 6 Assignments	200
<b>1 C</b>	<b>Also have experience of at least 01 assignments of providing manpower for any Government works of capacity not less than 50 Nos.</b>	<b>100</b>
i	= > 1 & <= 3 Assignments	30
ii	> 4 & <= 6 Assignments	50
iii	> 6 Assignments	100
<b>1 D</b>	<b>Financial Performance of Agency</b>	<b>200</b>
i	= > 10 Crore & <=20 Crore	75
ii	> 20 Crore & <= 30 Crore	150
iii	> 30 Crore	200
<b>2</b>	<b>Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (ToRs)</b>	<b>200</b>
2 A	Understanding of project scope and objectives, Technical approach and methodology	150
2 B	Work Plan and Planning for Deliverables	50
<b>3</b>	<b>Qualification and Experience of Team Leader &amp; Other Key Professionals</b>	<b>200</b>
i	Team Leader	60
ii	HR Manager	60
iii	Finance Manager	40
iv	MIS Manager	40
<p>The number of points to be assigned to each of the above positions shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <p>1) Academic qualification and years of overall experience: 20%  Maximum 100% marks of 20% shall be given for Post-Graduation, 75% marks of 20% shall be for Graduation and for Diploma 50% marks of 20% shall be given.</p> <p>2) Adequacy for the Assignment (experience in the sector / similar assignments): 80%  Maximum marks will be given for 10 assignments</p>		

**Qualifications & Experience of Proposed Experts:**

<b>S. No</b>	<b>Designation of Key Experts</b>	<b>Qualification</b>
1	Team Leader	Masters with an overall experience of 10 years and at Managerial Position (Project Manager / Team Leader / Project coordinator) for at-least 5 years.
2	HR Manager	MBA (HR) with 5 years' experience
3	Finance Manager	MBA Finance / M.Com with 5 years' experience
4	MIS Manager	B.E or B.Tech in IT & MCA with 5 years' experience

**EMD Form (Bank Guarantee)**

In consideration of the Governor of Uttar Pradesh (hereinafter called "The Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Consultant") from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the "The said Agreement") of security deposit for the due fulfilments by the said Consultant(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we, \_\_\_\_\_ (hereinafter referred to as "The Bank") at the request of (indicate the name of the bank) (Consultant(s) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement

We \_\_\_\_\_ do hereby undertake to pay the (indicate the name of the Bank) amounts demur payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant(s) shall have no claim against us for making such payment.

We \_\_\_\_\_ further agree that the guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (Office/Department), Ministry of \_\_\_\_\_ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ further agree with the Government (indicate the name of Bank) the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under

the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We \_\_\_\_\_, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing. Dated the \_\_\_\_\_ day of 2019 For \_\_\_\_\_ (indicate the name of Bank)

### Section 3: Technical Forms

[Location, Date]

To:

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal in an online mode.

We are submitting our Proposal in individual capacity without entering in association with/as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification ion.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date of publication of this tender.

We understand you are not bound to accept any Proposal you receive.

We remain

Yours sincerely,

Authorized Signature (In full and initials) : \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name & Seal of Firm: \_\_\_\_\_

Address : \_\_\_\_\_

### FORM TECH-2A: Bidder's Organization

*[Provide here a brief (two pages) description of the background and organization of the Bidder with following summary sheet.]*

Details		Page No.
Name of the Agency:		
Address of Registered Office: Attach Reg. Paper.		
Year of Establishment:		
Contact Person with Contact Details:		
Annual Turnover* in last three years ( in Lakhs) FY 2016-17: FY 2017-18: FY 2018-19:Average Annual Turnover for above three Financial Years: (Total/3) *Audited Statements to be enclosed		
Net worth of Agency (Positive/ Negative):		
Current Contract Commitments: (In Lakh)		
Experience in Similar Assignment: - Number of years: - Total assignments: - Assignments completed in last 3 years:		
Any Award or Felicitation received by your Agency complete details for the same		
Any Other Relevant Details:		

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and title of Signatory

Name & Seal of Firm

**Form TECH-2B: Bidder's Experience [For full technical proposals only]**

*[The following information should be provided in the format below for each reference assignment for which your firm, either in dividedly as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer stated below. for each assignment]*

Assignment name:	Approx. value of the contract (in current `):
Country: Location within country:	Duration of assignment (months): Duration of Completion of Assignment.
Name of Client:	Total Number of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in `)
Start date (month/year): Completion date (month/year):	Number of professional person-months provided by the joint venture partners or the Sub-Bidders:
Name of senior regular full time employees of the firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services* provided in the assignment:	

\*(Certificate from Employer regarding experience should be furnished)

Authorized Signature *[In full and initials]*: \_\_\_

Name and title of Signatory

Name & Seal of Firm

## Section 4: Financial Proposal

Annexure - 1

### Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 4 of Section 1

Form FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

To,

Director,  
Urban Development Department,  
Govt. of Uttar Pradesh,  
Uttar Pradesh

Dear Sir / Madam:

We, the undersigned, offer to provide the consulting services for “**Selection of HR agency as service provider for hiring of Professionals/ Experts required in State Level Technical Cell (SLTC) at State Urban Development Agency (SUDA) and City Level Technical Cell (CLTC) at 75 District Head Quarters for Housing for All under Pradhan Mantri Awas Yojana**”, in accordance with your Request for Proposal dated (Insert Date).

The consultancy fee for

(A) Management Cost (Service Charges / Overhead) of HR Agency \_\_\_\_ % of remuneration of experts.  
(Above rates are exclusive of taxes, all Government taxes as applicable will be paid by SUDA)

### Rate in Words:

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## Section 5: ToR / Scope of Work

### Section 5: ToR / Scope of Work

HR Agency shall establish an office at Lucknow to monitor Professional Experts of SLTC & CLTC

#### State Level Technical Cell (SLTC)

A SLTC will comprise 10 Nos of Professional Experts as details given below.

A State Level Technical Cell (SLTC) shall work as a close team, in coordination with the SLNA / ULBs / CLTC/ PMC and share work progress, implementation, monitoring and outcomes.

Key activities of SLTC includes but not limited to Planning, Engineering, Social Mobilisation, Housing Finance Planning, MIS & GIS.

For all positions in SLTC, post-graduate degree is necessary.

The Professional Experts will be paid a consolidated remuneration as fixed by the Ministry after deduction of TDS under section 194J

Travel expenses will be reimbursed as per actual and entitlement norms applicable to Group B officers of GoI (Equivalent to level 8 of the current pay matrix)

Beside this Air travel to other states, with prior approval of competent authority will also be reimbursed.

#### **Duration of Services:**

Duration of the Contract may be initially for 2 years and extension will be subject to continuation of the project and performance of the professionals / experts; as per decision that may be taken by the State Government / UT.

HR Agency shall provide the specialist in SLTC as mentioned below:

S. No	Designation of Key Experts	Number of positions
1	Municipal Civil Engineer	1
2	PPP Specialist/ Capacity Building Specialist/ Any other specialist (as per requirement)	1
3	Urban Infrastructure Specialist	1
4	MIS Specialist	3
5	GIS Specialist	1
6	Urban Planner	1
7	Housing Finance and Policy Specialist	1
8	Procurement Specialist	1

#### **I. Urban Planner**

##### **Qualifications and Experience**

- Master's degree in Urban Planning or Regional Planning or Architecture with at least 5-7 years' experience.
- Having experience in project management with 3-5 years in a managerial position.
- Experience in working with large scale urban development/affordable housing/slum development projects /programmes.
- Experience in implementing urban reforms for States and ULBs.

##### **Roles and responsibilities**

- Handholding support to the ULBs for the preparation of HFAPoA, DPR and AIP.
- Handholding support to the ULBs in identifying slum pockets and other lands for housing development.



- iii. As part of the slum mapping exercise, assist the ULB in identifying ownership of the land occupied by slums and mapping of the same.
- iv. Handholding support to the ULBs in tenability analysis and choosing options for untenable slums.
- v. Assist the ULBs in selection of appropriate model for the in-situ slum redevelopment.
- vi. Review the city Master Plan and provide inputs to revise it in accordance with the mandatory conditions under the Mission.
- vii. Provide support in developing (approved) building layout plans for EWS/LIG housing.
- viii. Provide advice to MoHUPA on increasing financial inclusion for the urban poor.
- ix. Develop AIP on the basis of HFAPoAs of the ULBs in consultations with State.
- x. Handholding support to States /UTs for the implementation of the slum redevelopment and Affordable Housing programmes.
- xi. Develop MIS formats and compilation of data from the ULBs.
- xii. Develop periodic monitoring system for achievements under each scheme components.

## **II. PPP Specialist**

### **Qualifications and Experience**

- i. Post graduate in Finance / Accountancy / C.A from recognized university with 5-7 years of experience in developing and managing projects on PPP mode and housing finance sector.
- ii. Experience in working with state government to examine and develop a range of options for financing housing projects.
- iii. Experience in training ULB staff on municipal finance, project finance and resource mobilization.
- iv. Experience in formulation of PPP projects (including relevant concession agreements, due diligence processes, value for money audits, public sector comparator, etc.)
- v. Experience in preparing project agreements, tender process, detailed legal and contractual agreements, risk management and contingent liability issues, and financial analysis of complex project proposals with respect to PPP projects.

### **Roles and responsibilities**

- i. Handholding support to the ULBs to develop city/ULB level PPP plan of action.
- ii. Appraise project activities for carrying out of PPP Projects.
- iii. Review and analyses the projects designed for the various components of the Mission from PPP perspective.
- iv. Provide technical support to ULBs in preparing the pre-feasibility reports.
- v. Support the ULBs to develop mechanism to implement PPP projects.
- vi. Overall monitoring of the PPP project under the Mission.
- vii. Awareness building & training for relevant State Government Officials on PPP projects.
- viii. Any other related activities as decided by State/ SLNA.
- ix. Undertake data and financial analysis on Housing Finance for the urban poor.
- x. Prepare housing finance strategy for the State/UTs.
- xi. Co-ordinate with various HFIs and Banks at state level for ensuring support for the implementation of the programme.
- xii. Analyze the possible financing provisions for the State/UT.
- xiii. Undertake data analysis and fixing targets under CLSS component.
- xiv. Monitor the utilization of funds and the achievement of targets of CLSS component periodically.
- xv. Provide inputs into MIS and reporting formats for CLSS component.
- xvi. Organize meetings with Central Nodal Agencies (CNAs), i.e., National Housing Bank (NHB) and HUDCO and eliciting their feedback in coordination with the Mission Directorate.

## **II. Capacity Building Specialist**

### **Qualifications & Experience**

- i. Master's degree in Urban Planning or management or Social Sciences.
- ii. 5-7 years of working experience in the urban development sector.
- iii. Wide knowledge and experience in implementing capacity building programme for states and ULBs.
- iv. Experience in designing, implementing and evaluating capacity building activities, preferably in the municipal environment.
- v.

### **Roles and responsibilities**

- i. Overall responsibility for the management of Capacity Building programme in the state.
- ii. Support the State in preparing annual capacity-building plan.
- iii. Coordinate and monitor the organization of State and City level training programmes in coordination with Network of Resource Centres empanelled by MoHUPA/State.
- iv. Develop capacity building modules appropriate to the city/ULBs on HFA components and organize training programmes on these modules.
- v. Develop the database of trainers and resource persons on urban poverty alleviation, planning, community participation, social development, engineering etc.
- vi. Support city level capacity building/training coordinator in organizing training programmes and bringing in resource persons for taking sessions during training programmes.
- vii. Collate and disseminate reports of the trainings and capacity building programmes.
- viii. Develop monitoring mechanism for the training and capacity building programmes.
- ix. Support ULBs in cross learning through organising study tours and exposure visits.
- x. Develop mechanism and monitor the impacts of training programmes and document learning's from the field.

Any other related tasks that may be entrusted upon by State/SLNA

### **III. Municipal/Civil Engineer**

#### **Qualifications & Experience**

- i. Post graduate in Engineering with specialization in public health or civil engineering.
- ii. Having 5-7 years of experience in procurement, design, and supervision of infrastructure works.
- iii. Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring compliance.
- iv. Prior experience as municipal engineer will be an added advantage.

#### **Roles and responsibilities**

- i. Technical support in the design and implementation of housing and infrastructure works.
- ii. Provide support to the ULBs to identify, evaluate and adapt green technologies, good construction practices and disaster resistant construction, area specific design and innovative technologies suiting to different geo-climatic zones.
- iii. Provide support to the states to select and tie up with Engineering institutes (such as IIT) and planning institution to develop implementation methodology for Technical Submission.
- iv. Support States to select a central technical institute, an Engineering college or a Planning college for institutional support.
- v. Facilitate enabling policy framework for use of emerging and green technologies in the states.
- vi. Provide technical support in tendering process and facilitate recruitment of quality consultants for preparation of Detailed Projects Report (DPRs), HFAPoA etc.
- vii. Review and appraise the Detailed Projects Report (DPR) and provide feedback as and when necessary.
- viii. Develop and disseminate guidelines on project preparation, procurement and other related activities.
- ix. Assess the training needs in the implementation of technology submission and assist ULBs to access quality training on site or at recognized centers of excellence.
- x. Preparation of designing a scrutinizing/appraisal mechanism and a protocol for random check of projects and overall monitoring and evaluation of design and supervision of infrastructure works.
- xi. Support ULBs to prepare project monitoring formats and report on progress of construction and utilization of funds under HFA.
- xii. Any other related tasks that may be entrusted upon by the State/SLNA.

### **IV. Urban Infrastructure Specialist**

#### **Qualifications & Experience**

- i. Post graduate in civil engineering from recognized university.
- ii. Broad range of experience in urban infrastructure and a strong background in public health engineering especially in water supply and sanitation.
- iii. At least 5-7 years of experience in designing and managing municipal infrastructure projects.
- iv. Familiar with the rules and procedures of the Urban Local Government.

## **Role and Responsibilities**

- i. Support ULBs in the preparation of City Action Plan.
- ii. Provide handholding support to the cities in assessing the gaps of infrastructure development in the city.
- iii. Support ULBs to ensure provision for operation and maintenance, value for money in urban infrastructure creation, and overall sustainability.
- iv. Provide support to the ULBs on regional best practices relating to project management, monitoring quality of construction, good procurement practices, PPPs etc.
- v. Any other related tasks that may be entrusted upon by State/SLNA.

## **V. MIS Specialist**

### **Qualifications & Experience**

- i. Post Graduate in Computer Science / IT / Electronics or MCA/PGDCA.
- ii. 5-7 years of experience in government/semi govt. / autonomous, organizations/private company of repute.
- iii. Exposure to software development & project management, database management, MIS etc.
- iv. Ability to work in a team and train staff to use the systems.

### **Roles and Responsibilities**

- i. Coordination of data entry of the activities of Mission and file uploads into systems to be used by SLNA.
- ii. Support Local Bodies in coordinating/monitoring the housing demand surveys.
- iii. Work closely with the Urban Planning expert and support ULBs for the development of a MIS of land related data at state/city level that will include geo tagging references of the proposed housings.
- iv. Coordinate management of electronic data pertaining to the SLNA, including soft copies of letters, reports and numerical data. This may involve conversion of data and reports in hard copy to electronic form, as well as their storage in an organized filing system.
- v. Furnish reports/quarterly progress report to MoHUPA through SLSMC/SLNA.
- vi. Provide assistance to the City level MIS specialists as and when required.
- vii. Any other related tasks that may be entrusted upon by State/SLNA.

## **VI. Procurement Specialist**

### **Qualifications & Experience**

- i. Post graduate in Accounting/ Finance/ CA/ Business Administration/ Economics/ Project Management/ Law or other relevant degree.
- ii. 5-7 years of experience in managing procurement programmes/ activities in the public/ private sector.
- iii. Knowledge in state government's rules and procedures on procurement practices.
- iv. Experience in working in local government would be an added advantage.
- v. Fluency in local language essential.

### **Roles and Responsibilities**

- i. The procurement specialist will be involved in all the 4 verticals wherever procurement would be required.
- ii. The roles & responsibilities are as follows:
- iii. Analyse and select the procurement requirements for the implementation of Mission activities at State Level.
- iv. Prepare bidding documents and corresponding documents for procuring goods and services (e.g. contractors for construction work, resources agencies for technology submission etc).
- v. Support SLNA in conducting bidders meeting and provide clarification wherever required.
- vi. Manage the procurement process and prepare final evaluation report for review and approval by the Procurement Selection Committee.

## **VII. GIS Specialist**

### **Qualifications & Experience**

- i. Post Graduate in Remote Sensing and GIS.
- ii. 5-7 years of experience in government/semi govt. / autonomous, organizations/private company of repute.
- iii. Exposure to Remote Sensing software and applications/BHUVAN app./Geo-tagging/GIS app
- iv. Ability to work in a team and train staff to use the systems.

## **Roles and Responsibilities**

- i. Coordination of geo-tagging in Mission and file uploads into systems to be used by SLNA.
- ii. Support Local Bodies in coordinating/monitoring bhuvan App and GIS portal.
- iii. Work closely with the Urban Planning expert and support ULBs for the development of a MIS of land related data at state/city level that will include geo-tagging references of the proposed housings.
- iv. Furnish reports/quarterly progress report to MoHUPA through SLSMC/SLNA.
- v. Provide assistance to the City level MIS specialists as and when required.
- vi. Any other related tasks that may be entrusted upon by State/SLNA.

## **VIII. Housing Finance Specialist**

### **Qualifications and Experience**

- i. Post graduate in Finance / Accountancy / C.A from recognized university with 5-7 years of experience in developing and managing projects on PPP mode and housing finance sector.
- ii. Experience in working with state government to examine and develop a range of options for financing housing projects.
- iii. Experience in training ULB staff on municipal finance, project finance and resource mobilization.
- iv. Experience in formulation of PPP projects (including relevant concession agreements, due diligence processes, value for money audits, public sector comparator, etc.)
- v. Experience in preparing project agreements, tender process, detailed legal and contractual agreements, risk management and contingent liability issues, and financial analysis of complex project proposals with respect to PPP projects.

### **Roles and responsibilities**

- i. Handholding support to the ULBs to develop city/ULB level PPP plan of action.
- ii. Appraise project activities for carrying out of PPP Projects.
- iii. Review and analyses the projects designed for the various components of the Mission from PPP perspective.
- iv. Provide technical support to ULBs in preparing the pre-feasibility reports.
- v. Support the ULBs to develop mechanism to implement PPP projects.
- vi. Overall monitoring of the PPP project under the Mission.
- vii. Awareness building & training for relevant State Government Officials on PPP projects.
- viii. Any other related activities as decided by State/ SLNA.
- ix. Undertake data and financial analysis on Housing Finance for the urban poor.
- x. Prepare housing finance strategy for the State/UTs.
- xi. Co-ordinate with various HFIs and Banks at state level for ensuring support for the implementation of the programme.
- xii. Analyze the possible financing provisions for the State/UT.
- xiii. Undertake data analysis and fixing targets under CLSS component.
- xiv. Monitor the utilization of funds and the achievement of targets of CLSS component periodically.
- xv. Provide inputs into MIS and reporting formats for CLSS component.
- xvi. Organize meetings with Central Nodal Agencies (CNAs), i.e., National Housing Bank (NHB) and HUDCO and eliciting their feedback in coordination with the Mission Directorate.

### **City Level Technical Cell (CLTC)**

75 CLTCs may comprise 250 Nos of Experts as details given below.

A City Level Technical Cell (CLTC) shall work as a close team, in coordination with the SLNA / ULBs and share work progress, implementation, monitoring and outcomes.

Key activities of CLTC includes but not limited to Planning, Engineering, Social Mobilisation, Housing Finance Planning, MIS & GIS.

For all positions in CLTC, Post-Graduate degree is necessary.

Travel expenses will be reimbursed as per actual and entitlement norms applicable to Group B officers of GoI (Equivalent to level 8 of the current pay matrix)

Beside this Air travel to other states, with prior approval of competent authority will also be reimbursed

Remuneration will be transferred into experts account directly through DBT, vendor has to be open a separate account for this work and has to be registered on PFMS

### Duration of Services:

Duration of the Contract may be initially for 2 years and extension will be subject to continuation of the project and performance of the professionals / experts; as per decision that may be taken by the State Government / UT.

HR Agency shall provide the specialist in CLTC as mentioned below:

S. No	Proposed Team composition for HFA	CLTC for District having population more than 15 Lakh (4 Nos)	CLTC for District having population in between 5 Lakh & 15 Lakh (17 Nos)	CLTC for District having population less than 5 Lakh (54 Nos)
1	Municipal / Civil Engineer	√	√	√
2	Social Development Specialist	√	√	√
3	MIS Specialist	√	√	√
4	Municipal Finance Specialist	√	√	NR
5	Urban Planner	√	NR	NR

### Positions Required in District Head Quarters

S. No	Name of the Position	Number of positions
1	Civil Engineers	92
2	Social Development Specialist/ MIS Specialist/ Finance Specialist/ Urban Planner/ Tow Planning Specialist (as per requirement)	200 (as per requirement)

### Municipal / Civil Engineer

#### Qualifications & Experience

- Post graduate in Engineering with specialization in public health engineering or diploma in Engineering.
- At least 3 years of experience in procurement, design, and supervision of infrastructure works.
- Ability to assist ULBs to set standards and procedures for ensuring quality and monitoring compliances.
- Prior experience as municipal engineer will be an added advantage.
- Fluency in local language essential.

#### Roles and Responsibilities

- Identify and adapt green innovative technologies, good construction practices, disaster resistant construction, area specific design etc. to suit the local requirements.
- Recruitment of quality consultants for preparation of city plan of action, DPR and ensure timely submission of the documents in coordination with the Municipal Engineer in State Level Technical Cell.
- Provide technical support in associating with technical institutes on design and supervision of infrastructure works and ensure good quality assurance.
- Assess the training needs in engineering and assist ULBs to access quality training on site or at recognized centers of excellence.
- Review the City Plan of Actions and DPRs for precision and detail and provide feedback as necessary.
- Support ULB to report with precision on progress of construction and utilization of funds under HFA.
- Any other related tasks that may be entrusted upon by the head of ULB.

## **Social Development Specialist**

### **Qualifications & Experience**

- i. Post graduate in Social Sciences, with practical experience of working with community/slums in the urban area.
- ii. 3-5 years' experience in undertaking social and community development initiatives and appraisals in the municipal environment.
- iii. Experience in participatory methods, social mobilization, social analysis, resettlement and rehabilitation.
- iv. Knowledge and experience in participatory planning and community mobilization.

### **Roles and Responsibilities**

- i. The social development specialist will work closely with the housing finance and policy specialist and work towards implementation of social reforms, strengthening and empowerment of communities, internalizing stakeholder consultations into operating procedures and practices and optimizing the community participation. In addition, the specialist will be responsible for the following:
- ii. Support the ULBs in the urban poor governance, empowering the local communities, ensuring social development, community participation.
- iii. Developing a consultation mechanism with the stakeholders (before project implementation) and ensure its incorporation in the HFAPoA.
- iv. Provide support to ULBs in building partnerships with the local communities and mobilizing people in pursuit of Scheme's objective.
- v. Organize workshops to raise awareness about the specific roles and functions of community.
- vi. Assess the social development impact of the project in terms of the proportion of beneficiaries in slum/non slum and EWS/LIG, proportion of total project funds allocated to the poor, and level of impact on the lives of the poor; Conduct a gender analysis and develop a Gender Checklist.
- vii. Analyze the affordability of housing loans to the poor, along with willingness to pay.
- viii. Collect and analyze relevant existing survey data on low-income housing, particularly surveys in resettlement projects.
- ix. Prepare and coordinate additional surveys required for the purpose of the study.
- x. Design and conduct training on community development and empowerment to the key Stakeholders on the scheme.
- xi. Undertake social audit of the projects under HFA Mission.
- xii. Work closely with the IEC expert for knowledge dissemination.
- xiii. Prepare a database of community organizations, nongovernment organizations, women's groups, and microfinance institutions involved in housing finance for the poor or interested in future involvement in the project.
- xiv. Monitor expenditure on improvement of urban services to the poor and overall social impact of projects.
- xv. Any other related tasks that may be entrusted upon by the head of ULB.

## **MIS Specialist**

### **Qualifications & Experience**

- i. Post graduate in Computer Science / Electronics or MCA / PGDCA.
- ii. 3-5 years of work experience in Government / Semi Govt. / Autonomous organizations / Private Company of repute.
- iii. Experience in software development and database management.
- iv. Fluency in local language essential.

### **Roles and Responsibilities**

- i. Coordinate the data entry and file uploads into systems to be used by Urban Local Body (ULBs) on a regular basis.
- ii. Prepare detailed formats and ensuring the data entry in the desired MIS application.
- iii. Set up systems for measuring and monitoring and reporting progress of the projects.
- iv. Prepare quarterly progress report and submit the same to SLNA through ULB.
- v. Any other related tasks that may be entrusted upon by the head of CLTC.

## **Municipal Finance Specialist**

### **Qualifications & Experience**

- i. Post Graduate in finance or equivalent qualification from recognized university with 3-5 yrs. experience.
- ii. Skills to evaluate urban infrastructure investments, and helping city governments to examine and use a range of options for financing projects.

### **Role and Responsibilities:**

- i. Prepare Financial Operating Plans for the city in line with Mission guidelines.
- ii. Provide technical support to the ULBs / city level bodies to implement the financial plan.
- iii. Prepare specialized training materials / modules, process manuals, procedures, toolkits, guidelines and other related activities for undertaking capacity building programmes on financial management.
- iv. Provide training and capacity building programmes on finance and related matter to elected representatives and officials of ULBs on resource mobilization in partnership with national level financial institutions.
- v. Assess city counterpart funding of the projects and explore alternative financing options.
- vi. Conduct economic and financial viability assessments of the projects.
- vii. Conduct an analysis of affordability and gather information to prepare a sample financial model for the ULB.
- viii. Conduct financial sustainability analyses for revenue-generating subprojects.
- ix. Any other related activities as decided by the administrative head of the ULB.

## **Urban Planner / Town Planning Specialist**

### **Qualifications and Experience**

- i. Master's degree in Urban Planning or Regional Planning or Architecture Management with at least 5-7 years' experience in a managerial position.
- ii. Having experience in project management with 3-5 years in a managerial position.
- iii. Experience in working with large scale urban development/affordable housing / slum development projects / programmes.
- iv. Experience in implementing urban reforms for States and ULBs. Roles and responsibilities.
- v. Handholding support to the ULBs for the preparation of HFAPoA, DPR and AIP.
- vi. Handholding support to the ULBs in identifying slum pockets and other lands for housing development.
- vii. As part of the slum mapping exercise, assist the ULB in identifying ownership of the land occupied by slums and mapping of the same.
- viii. Handholding support to the ULBs in tenability analysis and choosing options for untenable slums.
- ix. Assist the ULBs in selection of appropriate model for the in-situ slum redevelopment.
- x. Review the city Master Plan and provide inputs to revise it in accordance with the mandatory conditions under the Mission.
- xi. Provide support in developing (approved) building layout plans for EWS / LIG housing.
- xii. Provide advice to MoHUPA on increasing financial inclusion for the urban poor.
- xiii. Develop AIP on the basis of HFAPoAs of the ULBs in consultations with State.
- xiv. Handholding support to States / UTs for the implementation of the slum redevelopment and Affordable Housing programmes.
- xv. Develop MIS formats and compilation of data from the ULBs.
- xvi. Develop periodic monitoring system for achievements under each scheme components

### **Annexure II - Details of 75 Districts:**

<b>City/ Cluster No &amp; Name (District)</b>	<b>Number of Cities included in CLTC</b>	<b>Name of Cities</b>	<b>Population</b>
1 Agra	13	Achhnera	22781
		Agra	1585704
		Bah	16211

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Dayalbagh	2830
		Etmadpur	21897
		Fatehabad	23278
		Fatehpur Sikri	32905
		Jagner	11575
		Kheragarh	21470
		Kiraoali	23788
		Pinahat	18709
		Shamshabad (NPP)	33144
		Swamibagh	2039
<b>Sub Total</b>			<b>1816331</b>
2 Aligarh	12	Aligarh	874408
		Atrauli	50412
		Beswan	6278
		Chharra Rafatpur	21146
		Harduaganj	13690
		Iglas	15478
		Jalali	20238
		Jatari	18387
		Kauriaganj	12244
		Khair	35751
		Pilkhana	11518
Vijaigarh	7124		
<b>Sub Total</b>			<b>1086674</b>
3 Allahabad	10	Allahabad	1168385
		Bharatganj	16345
		Handia	21798
		Jhusi	13878
		Koraon	14821
		Lal Gopalganj Nindaura	28288
		Mau Aima	19645
		Phulpur	22998
		Shankargarh	17785
Sirsa	12686		
<b>Sub Total</b>			<b>1336629</b>
4 Ambedkar Nagar	5	Akbarpur (NPP)	111447
		Ashrafpur Kichhauchha	15838
		Iltifatganj Bazar	13136
		Jalalpur	31972
		Tanda	95516
<b>Sub Total</b>			<b>267909</b>
5 Amethi	4	Amethi	13849
		Jais	26735
		Musafirkhana	7999
		Salon	14757
<b>Sub Total</b>			<b>63340</b>



City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
6 Amroha	8	Amroha	198471
		Bachhraon	31101
		Dhanaura	30007
		Gajraula	55048
		Hasanpur	61243
		Joya	18377
		Naugawan Sadat	32954
		Ujhari	24488
<b>Sub Total</b>			<b>451689</b>
7 Auraiya	7	Achhalda	9431
		Atasu	11568
		Auraiya	87736
		Babarpur Ajitmal	29284
		Bidhuna	32252
		Dibiyapur	27237
		Phaphund	17637
<b>Sub Total</b>			<b>215145</b>
8 Azamgarh	12	Atrauliya	9374
		Azamgarh	110983
		Azmatgarh	12160
		Bilariaganj	13096
		Jiyanpur	11816
		Katghar Lalganj	13467
		Mahrajganj	6735
		Mehnagar	14841
		Mubarakpur	70463
		Nizamabad	13848
		Phulpur(NP)	9329
		Sarai Mir	19055
<b>Sub Total</b>			<b>305167</b>
9 Bagpat	8	Agarwal Mandi (Tatiri)	13873
		Aminagar Sarai	11174
		Baghpat	50310
		Baraut	103764
		Chhaprauli	18970
		Doghat	14166
		Khekada	48676
		Tikri	14092
<b>Sub Total</b>			<b>275025</b>
10 Bahraich	4	Bahraich	186223
		Jarwal	19289
		Nanpara	48337
		Risiya Bazar	13750
<b>Sub Total</b>			<b>267599</b>
11 Balarampur	4	Balrampur	82488
		Pachperwa	17220

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Tulsipur	24488
		Utraula	32145
<b>Sub Total</b>			<b>156341</b>
12 Ballia	9	Ballia	104424
		Bansdih	21201
		Belthara Road	20404
		Chitbara Gaon	21879
		Maniyar	19890
		Rasra	31765
		Reoti	26359
		Sahatwar	20615
		Sikanderpur	23986
<b>Sub Total</b>			<b>290523</b>
13 Banda	8	Atarra	47419
		Baberu	15156
		Banda	160473
		Bisanda Buzurg	11611
		Mataundh	9371
		Naraini	13400
		Oran	7212
		Tindwari	11113
<b>Sub Total</b>			<b>275755</b>
14 Barabanki	12	Banki	21317
		Dariyabad	18338
		Dewa	15662
		Fatehpur	35582
		Haidergarh	17200
		Nawabganj(NPP)	17314
		Ramnagar(NP)	14255
		Satrikh	12107
		Siddhaur	12438
		Subeha	13772
		Tikait Nagar	9456
Zaidpur	34443		
<b>Sub Total</b>			<b>221884</b>
15 Bareilly	20	Aonla	55629
		Baheri	68413
		Bareilly	904797
		Bisharatganj	15975
		Deorianan	20815
		Dhaura Tanda	23727
		Faridpur	78249
		Faridpur(NP)	7673
		Fatehganj Pashchimi	26607
		Fatehganj Purvi	9480

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Mirganj	17542
		Nawabganj(NPP)	39241
		Richha	20977
		Rithora	17186
		Sainthal	15332
		Shahi	16950
		Shergarh	16247
		Shishgarh	25815
		Sirauli	23650
		Thiriya Nizamat Khan	23184
<b>Sub Total</b>			<b>1427489</b>
16 Basti	3	Basti	114657
		Bhabnan Bazar	14282
		Harraiya	9158
<b>Sub Total</b>			<b>138097</b>
17 Bijaur	17	Afzalgarh	29101
		Bijnor	93297
		Dhampur	50997
		Haldaur	19567
		Jalalabad(NP)	20360
		Jhalu	20978
		Kiratpur	61946
		Mandawar	21078
		Nagina	95246
		Najibabad	88535
		Nehtaur	47834
		Noorpur	38806
		Sahanpur	21639
		Sahaspur	24463
		Seohara	53296
Sherkot	62226		
Warhapur	23456		
<b>Sub Total</b>			<b>772825</b>
18 Badaun	20	Allapur	23985
		Bilsi	26604
		Bisauli	32780
		Budaun	159285
		Dataganj	26244
		Faizganj	12334
		Gulariya	5539
		Islamnagar	31022
Kachhla	9471		

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Kakrala	37986
		Kunwargaon	8053
		Mundiya	6384
		Rudayan	7620
		Sahaswan	66204
		Saidpur(NP)	15545
		Sakhanu	10627
		Ujhani	62039
		Usawan	13327
		Usehat	16361
		Wazirganj	21844
<b>Sub Total</b>			<b>593254</b>
19 Bulandshahar	17	Anupshahr	29087
		Aurangabad	26544
		Bhawan Bahadur Nagar	10188
		Bugrasi	14992
		Bulandshahr	230024
		Chhatari	11373
		Dibai	39818
		Gulaothi	50823
		Jahangirabad	59858
		Kakod	9213
		Khanpur	17247
		Khurja	121207
		Naraura	22775
		Pahasu	20672
		Shikarpur	37969
Siana	44415		
Sikandrabad	81028		
<b>Sub Total</b>			<b>827233</b>
20 Chandauli	4	Chakia	17356
		Chandauli	23020
		Mughalsarai	109650
		Saiyad Raza	18315
<b>Sub Total</b>			<b>168341</b>
21 Chitrakoot	3	Chitrakoot Dham	57402
		Manikpur Sarhat	16467
		Rajapur	13439
<b>Sub Total</b>			<b>87308</b>
22 Deoria	10	Bhatni Bazar	15352
		Bhatpar Rani	14839
		Deoria	129479
		Gaura Barhaj	36459
		Gauri Bazar	6468
		Lar	28307

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Majhauriraj	20818
		Rampur Karkhana	9943
		Rudrapur	34014
		Salempur	21124
<b>Sub Total</b>			<b>316803</b>
23 Etah	9	Aliganj	28396
		Awagarh	10983
		Etah	118517
		Jaithara	12009
		Jalesar	38130
		Marehra	19542
		Nidhauri Kalan	8418
		Raja Ka Rampur	11644
		Sakit	8089
<b>Sub Total</b>			<b>255728</b>
24 Etawah	6	Bakewar	14965
		Bharthana	44120
		Ekdil	11310
		Etawah	256838
		Jaswantnagar	28164
		Lakhna	10902
<b>Sub Total</b>			<b>366299</b>
25 Faizabad	6	Ayodhya	55890
		Bhadarsa	13154
		Bikapur	14453
		Faizabad	165228
		Gosainganj(NP)	9649
		Rudauli	43091
<b>Sub Total</b>			<b>301465</b>
26 Farrukhabad	6	Farrukhabad-cum-Fatehgarh	276581
		Kaimganj	34384
		Kamalganj	15477
		Kampil	10281
		Mohammadabad(NP)	24687
		Shamsabad	28454
<b>Sub Total</b>			<b>389864</b>
27 Fatehpur	7	Bahuwa	11031
		Bindki	36926
		Fatehpur	193193
		Hathgram	11847
		Khaga	35637
		Kishunpur	7000
		Kora Jahanabad	26359
<b>Sub Total</b>			<b>321993</b>
28	6	Fariha	6887

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
<b>Firozabad</b>		Firozabad	604214
		Jasrana	10648
		Shikohabad	107404
		Sirsaganj	32098
		Tundla	50423
<b>Sub Total</b>			<b>811674</b>
29 <b>Gautam Buddha Naga</b>	6	Bilaspur(NPP)	43908
		Dadri	91189
		Dankaur	13520
		Jahangirpur	11006
		Jewar	32269
		Rabupura	15454
<b>Sub Total</b>			<b>207346</b>
30 <b>Ghaziabad</b>	8	Dasna	34914
		Faridnagar	12785
		Ghaziabad	1648643
		Loni	516082
		Modinagar	130325
		Muradnagar	95208
		Niwari	9205
		Patala	9500
<b>Sub Total</b>			<b>2456662</b>
31 <b>Ghazipur</b>	8	Bahadurganj	19992
		Dildarnagar Fatehpur Bazar	12855
		Ghazipur	121020
		Jangipur	12223
		Mohammadabad(NPP)	38328
		Sadat	12361
		Saidpur	24338
		Zamania	33243
<b>Sub Total</b>			<b>274360</b>
32 <b>Gonda</b>	6	Colonelganj	29435
		Gonda	114046
		Katra(NP)	8108
		Khargupur	10472
		Mankapur	9461
		Nawabganj(NPP+OG)	81486
<b>Sub Total</b>			<b>253008</b>
33 <b>Gorakhpur</b>	8	Bansgaon	15313
		Barhalganj	21290
		Gola Bazar	13335
		Gorakhpur	673446
		Mundera Bazar	10818
		Pipiganj	13517
		Pipraich	15621
		Sahjanwan	32886

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		<b>Sub Total</b>	<b>796226</b>
34 Hamirpur	7	Gohand	7503
		Hamirpur	35475
		Kurara	13408
		Maudaha	40003
		Rath	65056
		Sarila	9271
		Sumerpur	39132
		<b>Sub Total</b>	<b>209848</b>
35 Hapur	4	Babugarh	5452
		Garhmukhteshwar	46077
		Hapur	262983
		Pilkhuwa	83736
		<b>Sub Total</b>	<b>398248</b>
36 Hardoi	13	Beniganj	10173
		Bilgram	29768
		Gopamau	15526
		Hardoi	197029
		Kachhauna Patseni	15647
		Kursath(NP)	5924
		Madhoganj	11523
		Mallawan	36915
		Pali	18708
		Pihani	36014
		Sandi	26007
		Sandila	58346
		Shahabad	80226
		<b>Sub Total</b>	<b>541806</b>
37 Hathras	9	Hasayan	6621
		Hathras	143020
		Mendu	14484
		Mursan	13637
		Purdilnagar	21885
		Sadabad	40926
		Sahpau	8920
		Sasni	13291
		Sikandrarao	46038
		<b>Sub Total</b>	<b>308822</b>
38 Jalaun	10	Jalaun	56909
		Kadaura	14903
		Kalpi	51670
		Konch	53412
		Kotra	8390
		Madhogarh	12858
		Nadigaon	7991

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Orai	190575
		Rampura	12944
		Umri	9248
<b>Sub Total</b>			<b>418900</b>
39 Jaunpur	8	Jafarabad	10792
		Jaunpur	180362
		Kerakat	13525
		Khetasarai	19438
		Machhlishahr	26107
		Mariahu	22778
		Mogra Badshahpur	20004
		Shahganj	26556
<b>Sub Total</b>			<b>319562</b>
40 Jhansi	13	Baragaon	8585
		Barua Sagar	25028
		Chirgaon	16724
		Erich	9531
		Garautha	10807
		Gursarai	26869
		Jhansi	505693
		Kathera	7533
		Mauranipur	61449
		Moth	12947
		Ranipur	18132
		Samthar	22455
		Tondi Fatehpur	11855
<b>Sub Total</b>			<b>737608</b>
41 Kannauj	8	Chhibramau	60986
		Gursahaiganj	46060
		Kannauj	84862
		Samdhan	31479
		Saurikh	12498
		Sikanderpur(NP)	9209
		Talgram	11665
		Tirwaganj	24082
<b>Sub Total</b>			<b>280841</b>
42 Kanpur Dehat	9	Akbarpur (NP)	20445
		Amraudha	10436
		Derapur	7533
		Jhinhak	24027



City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Pukhrayan	24258
		Rasulabad(NP)	22196
		Rura	16233
		Shivli	8621
		Sikandra	13580
<b>Sub Total</b>			<b>147329</b>
43 Kanpur Nagar	5	Bilhaur	20493
		Bithoor	11300
		Ghatampur	40623
		Kanpur	2768057
		Shivrajpur	11948
<b>Sub Total</b>			<b>2852421</b>
44 Kasganj	10	Amanpur	10830
		Bhargain	21891
		Bilram	12429
		Ganj Dundawara	45385
		Kasganj	101277
		Mohanpur	4919
		Patiyali	14366
		Sahawar	24067
		Sidhpura	15740
		Soron	27468
<b>Sub Total</b>			<b>278372</b>
45 Kaushambi	7	Ajuwa	16936
		Bharwari	17260
		Chail	9820
		Karari	16467
		Manjhanpur	16457
		Sarai Aquil	19538
		Sirathu	14423
<b>Sub Total</b>			<b>110901</b>
46 Kushinagar	7	Hata	12801
		Kaptanganj	23526
		Khadda	16117
		Kushinagar	22214
		Padrauna	49723
		Ramkola	14433
		Sewarhi	23077
<b>Sub Total</b>			<b>161891</b>
47 Lakhimpur Kheri	10	Barwar	14196
		Dhaurehra	24518
		Gola Gokaran Nath	60172
		Kheri	33355
		Lakhimpur	151993

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Mailani	13416
		Mohammadi	44968
		Oel Dhakwa	12958
		Paliya Kalan	41126
		Singahi Bhiraaura	19196
<b>Sub Total</b>			<b>415898</b>
48 Lalitpur	4	Lalitpur	133305
		Mahroni	9415
		Pali(NP)	9267
		Talbehat	14176
<b>Sub Total</b>			<b>166163</b>
49 Lucknow	9	Amethi(NP)	13530
		Bakshi Ka Talab	49166
		Gosainganj	12931
		Itaunja	7305
		Kakori	19403
		Lucknow	2817105
		Mahona	8557
		Malihabad	17818
		Nagram	10648
<b>Sub Total</b>			<b>2956463</b>
50 Mahrajganj	6	Anandnagar	10113
		Ghughuli	11271
		Maharajganj(NPP)	33930
		Nautanwa	33753
		Nichlaul	18414
		Siswa Bazar	20963
<b>Sub Total</b>			<b>128444</b>
51 Mahoba	5	Charkhari	27760
		Kabrai	28564
		Kharela	13745
		Kul Pahar	20096
		Mahoba	95216
<b>Sub Total</b>			<b>185381</b>
52 Mainpuri	9	Bewar	23729
		Bhogaon	30874
		Ghiraur	15911
		Jyoti Khuriya	5665
		Karhal	27701
		Kishni	11098
		Kuraoali	24969
		Kusmara	11938

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Mainpuri	136557
<b>Sub Total</b>			<b>288442</b>
53 Mathura	16	Bajna	8991
		Baldeo	11813
		Barsana	11184
		Chaumuhan	13173
		Chhata	23537
		Farah	10412
		Gokul	4916
		Govardhan	22576
		Kosi Kalan	60074
		Mahaban	10995
		Mathura	349909
		Nandgaon	11517
		Radhakund	7511
		Raya	21344
Saunkh	9556		
Vrindavan	63005		
<b>Sub Total</b>			<b>640513</b>
54 Mau	7	Adari	13717
		Amila	5234
		Dohrighat	11799
		Ghosi	39165
		Kopaganj	34782
		Maunath Bhanjan	278745
		Muhammadabad	41780
<b>Sub Total</b>			<b>425222</b>
55 Meerut	13	Bahsuma	11753
		Daurala	19776
		Hastinapur	26452
		Karnawal	11663
		Kharkhoda	14364
		Kithaur	27933
		Lawar	22024
		Mawana	81443
		Meerut	1305429
		Parikshitgarh	19830
		Phalauda	19908
		Sardhana	58252
Sewalkhas	24882		
<b>Sub Total</b>			<b>1643709</b>
56 Mirzapur	4	Ahraura	24967
		Chunar	37185
		Kachhwa	15958

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Mirzapur-cum-Vindhyachal	234871
<b>Sub Total</b>			<b>312981</b>
57 Moradabad	7	Bhojpur Dharampur	31305
		Bilari	37567
		Kanth(NP)	26381
		Kundarki	29951
		Moradabad	887871
		Thakurdwara	44255
		Umri Kalan	17803
<b>Sub Total</b>			<b>1075133</b>
58 Muzaffarnagar	10	Bhokarhedi	17829
		Budhana	53722
		Charthawal	20653
		Jansath	19786
		Khatauli	72949
		Miranpur	29283
		Muzaffarnagar	392768
		Purquazi	29041
		Shahpur	20154
		Sisauli	15091
<b>Sub Total</b>			<b>671276</b>
59 Pilibhit	9	Barkhera	11964
		Bilsanda	16036
		Bisalpur	73551
		Gulariya Bhindara	6172
		Jahanabad	14328
		Kalinagar	11282
		Nyoria Husainpur	21812
		Pilibhit	127988
		Puranpur	40007
<b>Sub Total</b>			<b>323140</b>
60 Pratapgarh	7	Antu	8504
		Bela Pratapgarh	76133
		Katra	32440
		Kunda	27179
		Manikpur	15435
		Patti	10788
		Pratapgarh City	15071

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		<b>Sub Total</b>	<b>185550</b>
61 Raebareli	7	Bachhrawan	12521
		Dalmau	9983
		Lalganj	23124
		Maharajganj	6673
		Parsadepur	11853
		Rae Bareli	191316
		Unchahar	11033
		<b>Sub Total</b>	<b>266503</b>
62 Rampur	8	Bilaspur	8980
		Kemri	28698
		Maswasi	17737
		Milak	30553
		Rampur	325313
		Shahabad(NP)	38276
		Suar	32158
		Tanda(NPP)	48059
		<b>Sub Total</b>	<b>529774</b>
63 Saharanpur	11	Ambehta	15739
		Behat	20474
		Chilkana Sultanpur	19501
		Deoband	97037
		Gangoh	59279
		Nakur	22712
		Nanauta	22551
		Rampur Maniharan	27979
		Saharanpur	705478
		Sarsawa	18956
		Titron	10898
		<b>Sub Total</b>	<b>1020604</b>
64 Sambhal	8	Babrala	18108
		Bahjoi	37037
		Chandausi	114383
		Gawan	9568
		Gunnaur	23665
		Narauli	18346
		Sambhal	220813
		Sirsi	26519
		<b>Sub Total</b>	<b>468439</b>

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
65 Sant Kabir Nagar	4	Hariharpur	11285
		Khalilabad	47847
		Maghar	19181
		Mehdawal	27897
<b>Sub Total</b>			<b>106210</b>
66 Sant Ravidas Nagar	7	Bhadohi	94620
		Ghosia Bazar	20760
		Gopiganj	19058
		Gyanpur	12808
		Khamaria	25929
		Nai Bazar	13408
		Suriyawan	18843
<b>Sub Total</b>			<b>205426</b>
67 Shahjahanpur	10	Allahganj	14755
		Jalalabad (NPP)	38202
		Kanth	27137
		Katra Medniganj	7931
		Khudaganj	14737
		Khutar	17423
		Powayan	28613
		Railway Settlement Roza	11489
		Shahjahanpur	329736
		Tilhar	61444
<b>Sub Total</b>			<b>551467</b>
68 Shamli	10	Ailam	12110
		Banat	20728
		Garhi Pukhta	11748
		Jalalabad(NP)	27921
		Jhinjhana	18740
		Kairana	89000
		Kandhla	46796
		Shamli	107266
		Thana Bhawan	36669
		Un	15124
<b>Sub Total</b>			<b>386102</b>
69 Shravasti	2	Bhinga	23780
		Ikauna	14869
<b>Sub Total</b>			<b>38649</b>
70 Siddharthnagar	6	Bansi	41057
		Barhani Bazar	14492

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Domariyaganj	30698
		Shohratgarh	9326
		Siddharthnagar	25422
		Uska Bazar	24444
<b>Sub Total</b>			<b>145439</b>
71 Sitapur	11	Biswan	55780
		Hargaon	20920
		Khairabad	48538
		Laharpur	61990
		Mahmudabad	50777
		Maholi	21331
		Misrikh-cum-Neemsar	18388
		Paintepur	13917
		Sidhauli	24976
		Sitapur	177234
		Tambaur-cum-Ahamdabad	26052
<b>Sub Total</b>			<b>519903</b>
72 Sonbhadra	7	Chopan	14302
		Churk Ghurma	6883
		Dudhi	12560
		Ghorawal	7291
		Obra	46574
		Pipri	15063
		Renukoot	20076
<b>Sub Total</b>			<b>122749</b>
73 Sultanpur	4	Dostpur	14011
		Kadipur	8010
		Koeripur	8927
		Sultanpur	107640
<b>Sub Total</b>			<b>138588</b>
74 Unnao	18	Auras	6466
		Bangarmau	44204
		Bhagwant Nagar	6995
		Bighapur	6501
		Fatehpur Chaurasi	6715
		Gangaghat	84072

City/ Cluster No & Name (District)	Number of Cities included in CLTC	Name of Cities	Population
		Ganj Muradabad	10957
		Hyderabad	7697
		Kursath	6770
		Maurawan	15484
		Mohan	15071
		Nawabganj(NP)	11545
		Nyotini	7577
		Purwa	24467
		Rasulabad	7928
		Safipur	25688
		Ugu	6318
		Unnao	177658
<b>Sub Total</b>			<b>472113</b>
75 Varanasi	3	Gangapur	7561
		Ramnagar(NPP)	49132
		Varanasi	1198491
<b>Sub Total</b>			<b>1255184</b>



## Section 6 – General Conditions of Contract

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**Part – I: Section I: FORM OF CONTRACT**

CONTRACT FOR: [Please insert name of project]  
CONTRACT NUMBER: [Please insert project number]

THIS CONTRACT is made on date

**BETWEEN:**

[Director, State Urban Development Agency, GoUP (hereinafter referred to as “the client”

**AND:**

[Please insert name of Bidder] (hereinafter referred to as “the Consultant”) [Please insert nodal officer and communication address of the Consultant]

**WHEREAS:**

A.the Client has requested the Consultant vide RFP No..... dated ..... to provide certain consulting services as defined in the General Conditions attached to this Contract hereinafter called the “Service”) and

B. the Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

**1. Documents**

This Contract shall be comprised of the following documents:

- (i): This Form of Contract
- (ii): General Conditions (Annexure -3)
- (iii): ToR / Scope of work (Annexure -4)
- (iv): Financial Proposal Format (Annexure -5)
- (v): Minutes of Contract Negotiation Meeting
- (vi): RFP

Appendix A: Minutes of Financial/ Contract Negotiations with the Bidder, If any.

Appendix B: Copy of letter of invitation

Appendix C: Copy of Letter of Intent

Appendix D: Copy of letter of acceptance

Appendix E: Copy of Bank Guarantee for Performance Security

Appendix F: Minutes of the pre-bid meeting.

This Contract constitutes the entire agreement between the Parties in respect of the Bidders obligations and supersedes all previous communications between the Parties, other than as expressly provided for in General Conditions (Annexure -3)

**The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract; in particular.**

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Consultant in accordance with the provisions of the Contract.

**2. Commencement and Duration of the Services**

The Consultant shall start the Services on [please insert date] ("the Start Date") and shall complete them by [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions mentioned in General Condition (Annexure -3).

**3. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed [please insert total amount in numbers and words] exclusive of any government tax, if applicable ("the Financial Limit").

**4. Time of the Essence**

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written

For and on behalf of Client	For and on behalf of Consultant
Signature Name: Date:	Signature Name: Date:
Witness on behalf of Client	Witness on behalf of Consultant
1.	1.
2.	2.

## **Part – II General Condition of contract**

### **1. DEFINITATION of INTERPRETATION**

#### **1.1 Definition**

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- a) “Applicable Law” Means the laws and any other instruments having the force of law.
- b) “Contract” Means this agreement as signed by the parties;
- c) ”Effective Date” means the date on which this Contract comes into force;
- d) “Government” Means the Government of Uttar Pradesh
- e) “Currency” means the Indian National Rupee.
- f) “Personnel” means person hired by the Consultant as approved by Client as employees and assigned to the performance of the Service or any part thereof.
- g) “Foreign Personnel” means such person who to at the time of being so hired had their domicile outside India” and “local Personnel” means such person who at the time of being so hired had their domicile inside India; and “local personnel” means such person who at the time of being so hired had their domicile inside India:
- h) “Party” Means the Consultant or the Client, as the case may be, and Parties mean both of them.
- i) “Services” means the work to be performed by the Consultant pursuant to this Agreement for the purpose of the project:
- j) “Third Party” means any person or entity other than the Government, the Client or the Consultant.

#### **1.2 Relation between Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

#### **1.3 Language**

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

#### **1.4 Heading**

The headings shall not limit, alter or affect the meaning of this Agreement.

#### **1.5 Notices**

- 1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address

provided by other party.

**1.5.2** Notice will be deemed to be effective after one month of receipt.

A Party may change its address for notice hereunder by giving the other Party notice of such change.

**1.6 Location**

The Services shall be performed at such locations as are specified in Scope of work

**1.7 Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Consultant may be taken or executed by the authorized representative.

**1.8 Taxes and Duties**

The Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effective of Contract**

This contract shall come into force and effect on the date of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

**2.2 Termination of Contract for Failure to become Effective**

If this Contract has not become effective within such time period after the date of this Agreement signed by the Parties, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 Commencement of Service**

The Consultant shall begin carrying out the Services at the end of such time period after the Effective Date.

**2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.8 of this Agreement, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

**2.5 Entire Agreement**

This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation on promise or agreement set forth herein

**2.6 Modification**

Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties, however, each Party shall give due consideration to any proposals for modification made by the other Party.

**2.7 Force Majeure**

**2.7.1 Definition**

(a) For the purpose of this Agreement, "Force Majeure" means as event which is beyond the reasonable control of a Party, and which makes a party performances of its obligation here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is

not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

**2.7.2** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure. Provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**2.7.3 Measures to be Taken**

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

**2.7.4 Extension of Time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.7.5 Payments related to force majeure**

Both the Parties will have to bear their own cost during the Force Majeure

**2.7.6 Consultation**

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.8 Suspension**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services. Provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension

**2.8.1 Termination of Contract by the Client**

The Client may, by not less than thirty (30) days written notice to the Consultant (except in the events listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days),

such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1, terminate this Contract:

- a) if the Bidders fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings;
- d) If the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.8.2 By the Consultant**

The Consultant may, by not less than thirty (30) days written notice to Client, should notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.2, terminate this Contract:

- a) if the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b) if the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing ) following the receipt by the Client of the Consultant notice specifying such breach;
- c) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Client fails to comply with any final decision reached as a result of arbitration

### **2.8.3 Cessation of Right and Obligation**

Upon termination of this Contract pursuant to Clauses 2.2 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 Hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their account and record set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

### **2.8.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.



### **2.8.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Client shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (I) remuneration for Services satisfactorily performed prior to the effective date of termination; and
- (II) Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination.

### **2.8.6 Dispute about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATION OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

#### **3.1.2 Law Governing Service**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that concerned Personnel or agents of the Consultant comply with the Applicable Law. If the Client shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultant not to be Benefit from Commissions, Discounts, etc**

The remuneration of the Consultant shall constitute the Consultants sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Personnel or agents it similarly shall not receive any such additional remuneration.

#### **3.2.2 Consultant and Affiliates not to be otherwise interested in project**

The Consultant agree that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the

following activities:

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- b. after the termination of this Agreement, such other activities as may be specified by Client.

### **3.3 Confidentiality**

The Consultant and its Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultant**

The Consultant's liability under this Agreement shall be as provided by the Applicable Law.

### **3.5 Insurance to be taken out by the Consultant**

The Consultant (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as necessary and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

### **3.6 Accounting , Inspection and Auditing**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### **3.7 Reporting Obligations**

The Consultant shall submit to the Client the reports and documents as and when required.

### **3.8 Documents prepared by the Consultant to be the property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant's shall not later than upon termination or expiration of this Agreement, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents.

### **3.9 Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value

## **4. OBLIGATION OF THE CLIENT**

The Client shall use its best efforts to ensure that the CLIENT shall

- a. assist the Consultant in arranging work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

- b. assist for the Personnel of Consultant and if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- c. facilitate clearance through customs of any property required for the Services
- d. issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

#### **4.1 Access to Land**

The Client warrants that the Consultant's shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant.

#### **4.2 Change in the Applicable Law**

The Consultant shall bear all financial implication, if, after the date of this Agreement, there is any change in the Applicable Law with respect to taxes and duties.

#### **4.3 Services, Facilities and Property of the Client**

The Client shall make available to the Consultant for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2.

#### **4.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 5 of this section.

### **5. PAYMENT OF BIDDER**

5.1 The payment shall be made as per payment schedule of ToR / Scope of work (Section - 5).

5.2 The payment shall be made through A/c payee cheque, payable at Lucknow, in Indian Rupees

5.3 Mode of Billing and Payment Billing and Payment of the services shall be made as specified in the ToR/ Scope of work

- a) The payment shall be made on the basis of "Pay & Collect Model". The consultant shall make payment of the remuneration of the Professional Experts on or before 5<sup>th</sup> of every month
- b) The consultant shall submit its Invoice by 7<sup>th</sup> of the month alongwith the pay-slips of the experts (in hard & soft copy)
- c) The consultant shall be required to deduct TDS under section 194J from the remuneration to be paid to the Professional Experts and will be required to submit the TDS deposit challan with the Invoices, in the succeeding month.

#### **Roles and Responsibilities:**

- 1) The Consultant will adhere to the payment terms.
- 2) Leave records of the deployed Professional Experts will be maintained by the Consultant
- 3) The Consultant will be required to deduct necessary TDS as applicable.
- 4) Form 16A will have to be provided to each Professional Expert for filing the return of income by the Professional Expert within due time.
- 5) The bills submitted by the Consultant shall be duly verified by accounts department/ programme office of PMAY and the total amount to be paid to the Experts along-with service charges to the Consultant is transferred by RTGS to Consultant's account after deducting TDS as at the applicable rates.

## **6. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS**

### **6.1 General**

The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these Services. He shall indemnify the Client against any inaccuracy in the work which might surface during implementation of the project. The Bidder will also be responsible for correcting, at his own cost and risk, the drawings including any re - survey / investigations and correcting layout etc., if required, during the execution of the Services

### **6.2 Penalty**

In case of delay in completion of Services, a penalty equal to 0.05% of the contract price per day subject to a maximum 10% of the contract price will be imposed and shall be recovered from payments due / performance security. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time will be granted.

### **6.3 Action for Deficiency in Services**

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by him.

### **6.4 Consultant Liability towards the Client**

Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by him.

### **6.5 Warning / Debarring**

Warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the work involving time and cost overrun and adverse effect on reputation of Client, other penal action including debarring for certain period may also be initiated as per policy of Client.

## **7. SETTLEMENTS OF DISPUTIES**

### **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Agreement, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by arbitration. Arbitration shall be dealt as per the provisions of the Arbitration and Conciliation Act 1996.

Place for Arbitration will be at Lucknow. The court at Lucknow shall hence jurisdiction.

### **7.3 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objective of this Contract.

### **7.4 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

**7.5 Invoke of Performance Security**

In case Consultant fails to perform as per the stipulated terms and conditions of the Agreement, SUDA will invoke the bank guarantee submitted by the consultant.

### **Performance Security Form (Bank Guarantee)**

In consideration of the Governor of Uttar Pradesh (hereinafter called "The Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Consultant") from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the "The said Agreement") of security deposit for the due fulfilments by the said Consultant(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we, \_\_\_\_\_ (hereinafter referred to as "The Bank") at the request of (indicate the name of the bank) (Consultant(s) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement

We \_\_\_\_\_ do hereby undertake to pay the (indicate the name of the Bank) amounts demur payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the Consultant(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ further agree that the guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (Office/Department), Ministry of \_\_\_\_\_ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ further agree with the Government (indicate the name of Bank) the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time any of the powers exercisable by the Government against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Government or any

indulgence by the Government to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We \_\_\_\_\_, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing. Dated the \_\_\_\_\_ day of 2019 For \_\_\_\_\_ (indicate the name of Bank)

**Note 1:-** The stamp papers of appropriate value shall be purchased in the name of bank that issues the”: Bank Guarantee”

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**Note 2:-** The Bank Guarantee will be accepted which is issued by State Bank of India or its subsidiaries or any Indian Nationalised Bank or any Indian Nationalised Ba

